



## Customer Trading Account Agreement (Individual Account)

## **General Terms and Conditions**

The Customer acknowledges, accepts and agrees that the terms and conditions set out in this document (the “Terms and Conditions”) shall govern the Customer’s online Trading Account and Customer’s transactions to be concluded \_\_\_ through the online trading account and/or the phone and/or the Website of the Company. Furthermore, By signing the Application Form the Customer shall be bound by the nature of Services, terms and conditions and appendices appended hereto which together constitutes one and the same document.

### **1. Definitions:**

**The terms mentioned in this Agreement shall have the following meaning:**

**Account Opening Documents** :means Account opening application and all other documents, forms, declarations, and decisions issued by the Company during the \_\_existence of this Agreement.

**Account Statement** means the Statement showing the Customer's Assets registered in the Account.

**Access Device** means a device which allows the Customer to place orders, view ‘financial or non-financial information and use services provided on the platform —,(personal computers or other mobile phones).

**Assets** means all assets, funds, securities, investment shares, futures contracts, .OTC-CFD contracts and foreign exchange contracts and any kind of contracts that have been held or archived or held now or later by the Company on account of its customers.

**Business Day** means any day other than a Friday or Saturday or a day on which banks in the State of Kuwait are customarily closed, or authorized or required by law to close.

**Cash Margin** means an aggregate amount or cover to the exposure and additional funds to be deposited by the Customer to the Company/broker as a guarantee to buy or sell and to compensate loss due to adverse price movement in the underlying instrument.

**Company** means Leeds 2 Performance Company KSCC

**Over The Counter Contracts for Differences (OTC-CFD):** means financial instruments which expose the investors to the change in the value of an underlying asset without the purchase of underlying asset.

**Product,** any product traded at the Company trading platforms. The Company

**offers one major product, OTC-CFD Products:** These products are provided through an Online Platform dedicated for OTC -CFD products.



Customer or Trader or you mean each person or registered Company which submits an application approved by the Company to open a Trading Account

**Designee means** any other party authorized by the Company to market Company's activities and to explain the benefits of the Services which have been provided to the Customers.

**Default Notice** means a notice to be given by the Company (as the case may be) '

**Executing Broker** means any broker who executes a transaction on behalf of the Company in the Market for the benefit of the Customer.

**Extended Hours Trading** means the ability of the Customer to trade securities (where available) from time to time during such hours as the relevant

**Fast Market** means the financial market involves severe imbalance of trades in terms of or in combination of high volatility and heavy trading.

**Market means for OTC-CFD:** market which the Company makes available through its trading platform and/or website.

Offline Quote means the quote and other services which will be provided by the Company as a remedial measure, in case of system/platform failure.

**Services mean** the services to be provided by the Company according to this agreement through its Online trading platform/website or any other website which is assigned by the Company.

**Leads 2 performance Company** means an entity appointed by the Company to provide the Services, through its email (backoffice@leads2performancebrokerage.com)



and live platform, to the Customer and attend all the communication, queries, complaints and grievances of the Customer and solve them.

**Predefined Automatic Order** means an order to buy or sell an asset or product or financial instrument at the market price once they have been filled at the same price or at any other worst/better price in the market.

**Relevant Third Party** means each or all of the Company's directors, employees, subsidiary companies, affiliates, third party providers, providing services or undertaking work in connection with the provision of the Services under this Agreement

**Trading Account or Account** means one or more online trading accounts now or hereafter opened by the Customer with the Company or an account in which the Customer is a participant.

**Trading Policy** means policies and product specifications which shall be provided by the Company from time to time to the Customer. these policies are subjected to change frequently according to markets or company with or without prior notice, any change in trading policies and contract specification will be considered an integral part of this agreement

**Website** means the website of the Company or the website of Leeds 2 Performance company or any other website assigned by the Company.



## 2.Services

**2.1 .The Services** which include all computer, telephonic, facsimile, email or wireless services to be provided through a live platform or system (the "System") shall be used to place orders, view financial or non-financial information, and use all tools and features provided in the System within your account with the Company (the "Account").This includes services and information accessible through the Company.

The Services are accessible via computer, telephonic or wireless transmissions for use on compatible personal, home or small-business computers, including Internet appliances with modems, terminals and network computers, as well as various wireless devices (collectively the "Access Devices" and each an "Access Device"). You acknowledge and agree.

that in order to use the Services, including future services you will be required to procure hardware, software or other technology to access the System. The Leeds 2 Performance Company shall not be responsible for any inaccessibility or any other difficulty you may encounter in respect of the System resulting from your failure to possess adequate technology in order to use the Services.

**2.2 .The Services are provided on an "as is", "as available" basis, without warranties of any kind, either express or implied, including, without limitation, warranties with respect to merchantability and fitness for a particular purpose, other than the warranties which are implied by, and which may not be the subject of exclusion, restriction or modification under, the laws applicable to the Terms and Conditions. Neither the**



**Company nor any Relevant Third Party shall be liable in any manner whatsoever for:**

**a) Any inaccuracy, error or delay in, or omission of, any such data, information or message, or the transmission or delivery of any such data, information or message.**

**b) Any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance, or interruption in any such data, information or message, due either to any negligent act or omission by either the Company or any Relevant Third Party. You acknowledge and agree that delays or interruptions in the use of the Services may occur, including delays and interruptions intentionally caused by the Company an or a Relevant Third Parties for the purposes of maintaining or otherwise servicing any of the Services and/or the System. You agree that in no event shall the Company, the Relevant Third Parties (or any of their respective officers, directors, employees or affiliates) be liable for any special, indirect, incidental or consequential damages arising from your utilization of the Services arising from your utilizing th Services or relying on any Information provided by the Services (including any delay, error, incompleteness, or timeliness of any data or information provided to you) or the entering and processing of your orders via the Services.**

**2.3 .The Company may only act as an agent and may execute a transaction similar to the Customer's transaction with another market participant in the same financial market. Positions opposite to the**



**Customer's position may occur or may be in competition with the Customer to acquire the same or a similar position. The Company will not deliberately favor any person over the Customer but will not be responsible for any loss, which may result from such competition. The Company shall have the right to use Customer's funds to execute partial or full trades/transactions with other counterparties.**

**2.4 .The Company and/or Leeds 2 Performance Company reserves the right to terminate your access to the Services or any portion of them (including, without limitation, the Information) in its sole discretion, without notice and without limitation, for any reason whatsoever. Without prejudice to the foregoing, the Company and/or Leeds 2Performance Company may terminate your access to the Services for reasons including, but not limited to, the unauthorized use of your user ID, Password or Trading Pin, breach of any of the provisions of these Terms and Conditions, breach of any other agreement between the Customer and the Company, discontinuance of the Company's access to any Information or any other data from any information provider, or termination of one or more agreements between the Company, a Relevant Third Party or any other third entity. The Company and/or Leeds 2 Performance Company and/or the Relevant Third Parties shall have no liability to you for terminating your access to the Services.**

**3 .The Leeds 2 Performance Company shall maintain the privacy and confidentiality of the information of its customers. The Company shall not disclose the information unless required by applicable laws or supervisory/regulatory authorities**



**4 .Laws, Rules and Regulations relating to this Agreement All the transactions between the Customer and the Company shall be subject to the relevant laws of the Markets where the transactions are to be concluded. The Customer shall be solely responsible to deal with those markets and the Company shall not be liable in any way to the Customer for the acts of any authority, government, private or semi-government.**

#### **5 .Agreement and Attachments**

The Customer acknowledges that the Account opening application that has been handed over to him by the Company and any applications, forms, declarations or any subsequent agreements of any kind (all as issued by the Company) are considered an integral part of this Agreement. The Company will provide trading policies and contract specification of products from time to time as these policies are subjected to change frequently according to markets or Company, trading policies and contract specification will be considered an integral part of this agreement. If the Customer is a company, the official document of its authorized persons must be provided to the Company. Any change of its authorized persons must be communicated to the Company promptly.

#### **6 .System Failure**

The Customer acknowledges and agrees that there are risks of trading system or component failure. In the event of system or component failure the Customer may not be able for a certain period of time to execute new orders, execute existing orders or modify or cancel orders which are previously executed. The system or component failure may also result in loss of orders



or order priority. Neither the Company nor any Relevant Third Party shall be liable in any manner for any malfunction in the trading system or for any component failures and orders.

## **7. Commissions, Fees and Charges**

The Customer agrees to pay to the Company the brokerage commissions, and other charges applicable to his Account and/or payable in return for the Customer's use of the Services. The Company shall charge the Account directly for any such fees and other amounts due to the Company or Financial Brokers or referrers ("Dues") by debiting the Account accordingly. If, at the time the Company debits the Account for the Dues, the Account's balance is not sufficient, for the settlement of dues, the Customer authorizes the Company to sell any Asset to recover the Dues. The Company (at its discretion) may amend the brokerage commission, fees and charges at any time by notifying the Customer.

## **8. Customer Financial Commitment**

The Customer agrees to pay to the Company any current or future trades, debit balances, margin requirements or any other debts in his Account, including but not limited to any remaining deficit in the Customer's Account in the event of total or partial liquidation of the Account by the Customer or the Company. The Customer also agrees to pay to the Company all the said obligations immediately.

**If the balance of the Customer Account is insufficient to cover the said obligations, the Customer hereby grants the Company the right to sell any of the Assets in his Account to cover the debit amounts. The Company**



**shall have the right, at its absolute discretion, to liquidate all or any part of the Customer's Assets in any of his Accounts, whether those owned individually or collectively with others (including entering clearance operations) at any time, by any means, and on any exchange, as deemed necessary by the Company, without the need for serving prior notice to the Customer. The Customer agrees to be bound to pay the Company immediately any deficit arising in the Customer's 9.Account from the said liquidation or remaining after liquidation.**

**The Customer agrees to pay and shall be liable for all reasonable costs and expenses of any nature whatsoever (including but not limited to legal costs) incurred by The Company in the collection of any debit balance in the Account(s).**

## **10 .Security Interest**

The Company shall also, without prior notice to the Customer, have the right to transfer any and all the Assets from or to any Account held by the Company in which the Customer has an interest whenever, in the Company's judgment, such a transfer is deemed necessary to preserve its interests. In enforcing its security interest, the Company, at its sole discretion, shall determine the Assets to be sold and the pending contracts or other instruments to be closed out and whether any additional collateral is to be provided by the Customer.

In the event of a debit balance in any Account, all the Assets held in any of the Account(s) may be pledged and re-pledged, hypothecated and re-hypothecated or assigned by the Company (to the extent permitted by applicable laws) without any notice to the Customer, either separately or

together with the property of others and for more or less than the amount of such debit balance. The Company may do so without retaining in its possession or control similar assets of an equivalent value.

## **11 .Liquidation**

**The Company, (in its sole discretion and) without giving prior notice to the Customer, shall have the right to liquidate all or some of the Assets in the Customer's Account or cancel any predefined automatic orders for the Account and/or close any outstanding contracts or other instruments for the Customer's Account in any of the following events:**

- 1. If the Customer becomes insolvent or otherwise unable to pay any debts as they become due.**
- 2. If the Customer is adjudged bankrupt.**
- 3. If an official receiver is appointed in respect of the Customer's assets .**
- 4. If a preservative attachment order is issued on the Customer's Accounts.**
- 5. .If a judgment is passed against the Customer or its Account(s).**
- 6. If the percentage of the Customer's account Equity to Margin becomes equal or less than the Percentage assigned by the Company.**

**12 .Account Monitoring and Responsibility for Account Accuracy** The Customer agrees that the Company may monitor and/or record any of



**the Customer's communications electronic or otherwise) with the Company. The Customer further agrees and expressly consents that the use of the Services and all communications the Customer has with the Company may be monitored and recorded by the Company through the use of tracking technology. It is not, however, the Company's duty to monitor the Account for credit or other purposes.**

**The Customer allows the Company to use the information the Company obtains from monitoring and recording the Customer's activity with the Company for any purpose the Company deems appropriate, as permitted by law. The Customer accepts full responsibility for monitoring its Account at all times and in particular the Customer agrees to monitor each open order until the Company confirms an execution or cancellation of the order to the Customer. The Customer shall validate its Account and the accuracy of the placed orders and immediately inform the Company by telephone/email: backoffice @leads2performancebroker-age.com of any discrepancies that the Customer may find. The Customer further agrees to immediately notify the Company by telephone/e-mail followed by Courier delivery two days later, in the event that.**

**1.The Customer cannot find in the designated webpage or software location an accurate entry indicating that an order, including a**



**cancellation or modification of a prior order, was received, is being processed and/or was executed.**

**2.The Customer does not receive an accurate confirmation of execution.**

**3 The Customer receives a confirmation of an order and/or a report with respect to the execution of a transaction, which the Customer did not place or authorize.**

**4.Any inaccurate information in the Customer Account balances or confirmations or securities positions or date of the transactions.**

**The Company shall not be liable and the Customer releases the Company from any responsibility with respect to claims pertaining to the handling or loss of any order if the Customer fails to immediately but in any event not later than 1 (one) Business Day, notify the Company by telephone/e-mail of the occurrence of any of these events. In the event that the Company confirms an execution or cancellation in error and the Customer unreasonably delays to report such error, the Company may in its sole discretion either considers that the execution or cancellation affected in error was duly authorized by the Customer who shall accept the trade or remove the trade from the relevant Account. All Account statements shall be deemed accepted and accurate one month after their issuance unless the Customer has within the one month period, challenged the accuracy of an Account statement and duly notified the Company with sufficient evidence supporting the Customer's assertion.**



**The Customer acknowledges and agrees that the Company may adjust the Account in order to correct an error. The Customer agrees to immediately return to the Company at no cost any Asset registered in the Account by error and undue to the Customer.**

### **13 .Data not guaranteed**

The Customer expressly agrees that the use of the platform and any software provided for use in accessing the Services is at the Customer's sole risk. Neither the Company nor any other Relevant Third Party warrants that the Services will be uninterrupted or error free; nor do(es) the Company or any Relevant Third Party make any warranty as to the results which may be obtained from the use of the Company's website ("Website") or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service, or transaction provided through the Website, or with respect to any software provided for use in accessing the Website.

### **14 Direct Access to the Marketplace**

The Customer acknowledges that the Company does not provide the Customer with direct access to the marketplace on a permanent basis and may not automatically execute the Customer's orders. The Company may instead deliver the Customer's orders, if accepted by the Company, to executing brokers, exchanges, marketplace or market makers for execution (collectively, the "Marketplace"). As a result of the number of the involved parties, delays may occur in executing, canceling or modifying the Customer's orders. These delays may be more frequent during periods of heavy trading and/or wide



price fluctuations ("Fast Markets"). The Customer acknowledges that it will receive the price at which its orders was actually executed in the Marketplace and that this price may be different from the price displayed in the Marketplace or on the Customer's Access device at the time the Customer placed the order.

**15 .Late and Corrected Reports and Information:** The Company may receive late reports from the Marketplace reporting the status of transactions. Accordingly, the Account may be subject to late reports related to orders which were previously unreported to the Customer as having expired or been cancelled or executed. The Customer acknowledges that any reporting or posting errors including errors in execution prices will be corrected to reflect what actually occurred in the Marketplace and that it will receive the price at which its order was actually executed in the Marketplace. The Customer may receive a price which is different from the price displayed on the Customer's Access Device at the time the Customer placed the Order. The Customer agrees to bear all the consequences, including any indirect or consequential damages resulting for such errors.

## **16 .Cancellation and Modification Requests**

The Customer agrees that the Company cannot guarantee that the Customer's request to cancel or modify an order the Customer placed will be effective, regardless of whether such request was submitted prior to receiving notice that the order was executed or not.





The Customer also acknowledges that a requested cancellation or modification of a prior order will not be effected unless the Company has had sufficient time to forward the request to the relevant Marketplace, the request was received by the Marketplace, and the Marketplace has matched the request to the relevant Marketplace, the request with the Customer's order before it was executed. The Company does not warrant that the Marketplace will match the Customer's cancellation or modification request with the Customer's prior order, regardless of whether such a request was received by the same Marketplace before the order was executed. The Customer further acknowledges that attempts to modify, cancel or replace an order may result in an over-execution of the order or the execution of duplicate orders and the Customer shall be responsible for all such executions. a) All the orders of the Customer shall be executed on first come first served basis.

## **17 .Order Routing**

b) Order routing system is protected. When a Customer's order is entered into the system and transmitted for execution, the identity of the Customer remains anonymous.

In addition to that, the Company has full discretion to provide the best execution order routing option whereby the Company's system attempts to seek the best available terms for the Customer's order without any guarantee thereof by the Company.

## **18 .Restrictions on Trading**

Neither the Company nor any Relevant Third Party will be deemed to have received neither instructions nor orders given by the Customer until the Company has actual knowledge of such instructions or orders and its content in accordance with this clause. All trading instructions and orders shall be communicated by the Customer through the trading platform and/or website and/or by telephone using the telephone numbers provided on the Website. The Company will not and/or has no obligation to the Customer's orders instructed by email or voice mail even if the Company is in possession of or has actual knowledge of such email or voice-mail instructions or orders.

Further the Company has the discretion to levy such additional charges for any such off line order as decided by the Company from time to time. The Customer acknowledges that the Company may at any time, in its sole discretion but for justified reasons, and without prior notice to the Customer, decline the Customer's instructions or orders, terminate this Agreement, or prohibit or restrict the Customer's ability to trade a particular Asset in the Customer's.

**Account. The Company will not be liable for any losses, lost opportunities or increased commissions which may result from the Customer's inability to trade (these Assets or products) through the Website of the Company.**

## **19 .Financial Advice**

The Customer acknowledges that the Company's representatives are not authorized to provide investment advice, tax or trading advice or to solicit



orders. The price quotations, market information, news and research (the "information") available on the platform are prepared by exchanges or third parties providers who are independent from the Company (and its affiliates). Neither the Company nor any Relevant Third Party guarantees the accuracy, timeliness, or completeness of the information and the Customer shall make its own research and analysis or consult investment advisors before making investment decisions. Any investment decisions the Customer makes shall be based solely on the Customer's own evaluation of its financial circumstances and

investment objectives. For OTC-CFD products, the company publishes its own prices based on demand and supply and liquidity situation in the market place. The Customer agrees that the Company doesn't guarantee the same prices or prices close to other liquidity providers or other price sources.

Reliance on quotes, data or other information is at the Customer's own risk. In no event will the Company nor any other Relevant Third Party be liable for consequential, incidental, special or indirect damages arising from the use of the information. There is no warranty of any kind, express or implied, regarding the information, including warranty of merchantability, warranty of fitness for a particular, purpose or warranty of non-infringement.

## **20 .Electronic Records and Communications**

For efficiency purposes, the trade confirmations, account statements and other records and communications in electronic form (collectively the "Electronic Records and Communications") Electronic Records and Communications shall be sent to your email address. You shall maintain a valid email address and the software necessary to read send and receive electronic mail.

You acknowledge that data, including Electronic Records and Communications, may be accessed by unauthorized third parties when communicated between you and the Company or any of its affiliates by using the Internet, other network communications facilities, telephone or any other electronic means. You agree to use software produced by third parties, including, but not limited to, "Online trading platform" software that supports a data security protocol compatible with the protocol to be used and follow logon procedures for the Services. You acknowledge that the Company is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. The Company shall not be responsible, and makes no warranties regarding, the access, speed, availability of any internet service. By signing the Application Form and other documents, you consent to the receipt of Electronic Records and Communications in connection with this ESA and all related transactions and dealings with the Company, including confirmations, account statements, messages and notices of any kind as are required pursuant to these Terms and Conditions. You further agree that the Electronic Records



and Communications shall be deemed as an original executed document for the purposes of any applicable law and that the Electronic Records and Communications shall constitute valid evidence of the statements contained therein. All communications sent to your email address shall be deemed to have been delivered personally, whether actually received or not.

You shall immediately notify the Company of any change to your email address by: (i) using the procedures to change your email; or (ii) contacting the Company Help Desk for further instructions.

Account. The Company will not be liable for any losses, lost opportunities or increased commissions which may result from the Customer's inability to trade (these Assets or products) through the Website of the Company.

## **21 .Customer Responsibility for User Name (ID) and password**

The Company shall assign one "User Name (ID)", a "password" to the Customer enabling him to access his Account and trade through the same, collectively or individually all of which shall be called hereinafter as "the trading PIN". In the event of a joint account, all the joint account holders will be considered as co owners of the Account's user ID. The Customer shall be responsible for the use and maintenance of the confidentiality of the "the trading PIN" including responsibility for all orders entered in the Account by the Customer or by any third party duly authorized to use the Customer's Trading PIN. The Customer acknowledges that the Company cannot detect whether a person other than the Customer has used or is using the Customer's Trading PIN. Any use of the Customer's Trading PIN shall be deemed as having been duly authorized by the Customer. The Customer is liable for any



such use and shall store any information such as its Trading PIN on one or more personal computers at its own risk and responsibility. The Customer agrees to immediately report any loss or theft of the Trading PIN or any unauthorized access to the Account by sending notice via e-mail to the Company. The Customer further commits to indemnify and hold the Company harmless against any liability, costs or damage arising out of or in connection with any claims by the Customer or any other account holder or any other party who has links to such unauthorized access or use.

## **22 .Agreement with Third Parties**

**The Customer acknowledges and agrees that access to the Services may be terminated immediately in the event of termination, whether directly or indirectly, of any agreement between the Company and a Relevant Third Party, or another third party provider, on which provision of the Services is dependent. The Customer acknowledges and agrees that it is the Company's Customer and not a Customer of any Relevant Third Party or other third party provider or any other person or entity that has contracted with the Company.**

## **23 .Credit Information**

The Company, without notifying the Customer, shall have the right to exchange the Customer's personal and credit information with certain government authorities and other third parties legally entitled to obtain such information, for contract and compliance purposes. The Company shall have

the right to investigate and verify the identity of the Customer for determining the financial conditions and compliance with certain laws such as laws about money laundering, international boycott and transactions with specially designated nationals. All other uses of your personal and credit information shall be subject to the policy of the Company. The Customer also authorizes the Company to investigate his background and credit standing (and credit standing of his wife and children, if any) and to request a report for verify the information about his Identity (Trading PIN) and the source of the payments to enable the Company to determine the eligibility of the Customer to open an account and for any legitimate business purposes. The Customer also authorizes the Company in this regard to contact financial institutions regarding the foregoing.

## **24 .Joint Accounts**

**Each joint account holder has the authority, unilaterally and without notice to the other joint account holders to:**

- 1 Buy and sell shares, futures and option contracts, Forex and OTC-CFD contracts or other investment products on margin or otherwise.**
- 2.Receive confirmations, statements and communications of any kind related to the joint account.**
- 3 Withdraw and deposit funds, securities or other Assets in the joint account.**
- 4.Close the account or terminate this Agreement or agree on modification to the Agreement.**



Generally deal with the Company as if each joint account holder was the sole owner of the joint account.

Each joint account holder agrees that notice to any joint account holder shall constitute notice to all joint account holders. Each joint account holder further agrees that it shall be jointly and severally liable (with others) to the Company in respect of all the matters related to the joint account.

In the event of death of any of the joint account holders, the surviving joint account holders shall (notwithstanding any provisions to the contrary in this Agreement) immediately notify the Company by hand delivery to the Company or by an international courier company. The Company may, before or after receiving such notice, initiate such proceedings, require such documents, retain such portion and/or restrict transactions in the joint account. The heirs of a deceased joint account holder and the surviving joint account holders shall be liable, jointly and severally, to the Company for any debt or loss incurred in the liquidation or settlement of the joint account. In the event of the death of any of the joint account holders, the entire interest of the deceased joint account holder shall be vested in the heirs of the deceased joint account holder(s) on the same terms and conditions as he/she held, without in any manner releasing the deceased joint account holder's estate from liability with respect to the joint account arising before the date of his/her death.



## **25 .Adjustments to the agreements**

The Customer agrees that the Company may change, add, or cancel any of the terms and conditions of this Agreement at any time by notifying such modification and their effective date on the Company's Website and notifying thereof by e-mail at the e-mail address as provided to the Company. Upon the completion of this procedure the Customer and the Company shall be legally bound by the modification regardless of whether the Customer receives the e mail or not. The Company may change its Services at any time by making changes on the Website of the Company and it shall not be obliged to provide the Customer any separate notice concerning such change. If the Customer does not agree on the amendment, the Customer shall promptly notify the Company by e-mail and promptly cease to using the Company's Services except as necessary to close the Account. The Customer acknowledges that the use of the Company's Services after the amendments to this agreement or modification to the service shall be deemed as the Customer's agreement on the amendments, whether he knew them or not. The Customer acknowledges and agrees that his use of the Access Device means that he is legally bound by the amendments regardless of whether he is able to access the text of these terms or their amendments.

## **26 .Force Majeure**

The Company shall not be held liable in the event of force majeure and emergency situations such as suspension or delay of trading, war or earthquakes, unrest or communication line failure, electricity or equipment or software failure or any other cause beyond the control of the parties whether directly or indirectly or unauthorized access or theft or any problem technical or otherwise, which may prevent the Customer from entering, canceling or modifying an order or prevent the Company from acting on an online order or instructions. If the Company determine that a force majeure event exist, the Company in its absolute discretion without notice and at any time take one or more of the following steps: Close any or all of your open contracts at such closing level as the company reasonably believe to be appropriate.

**b) Suspend or modify the application of all or any of the terms of this agreement to the extent that the force majeure event makes it impossible or impractical for the Company to comply with the term or terms in question. Alter the last time for trading for particular contract.**

**d) Take or omit to take all such other actions as the Company deem to be reasonably appropriate in the circumstances having the Company positions, your positions and the positions of other customers. In the event of the above events, the Company shall not be liable to the client for any claims, losses, damage, costs and expenses, including lawyers' fees, arising directly or indirectly out of such events.**

## **27 .Release of Liabilities**

**Termination of this Agreement shall not release the Account holder (holders) from any liability with respect to transactions effected until the date of termination regardless of whether claims were made before or after such termination.**

**28 .License to use Company's Software and Restrictions thereof The Company grants the Customer a license to use Company's software for trading only whereas the Company and/or the third parties shall remain the owner of the software including all applicable rights to patents, copyrights, trademarks. The Customer shall secure and protect, as reasonably required, the Company's ownership and rights in the Software and shall not sell, exchange or otherwise transfer the Company's software to others. The Customer shall also not copy, modify, translate or decompile, reverse engineer, disassemble, update, replace, amend, enhance or make any additions to the Company's Software provided to the Customer.**

## **29 .Risk Disclosure statement**

Dealing in products and securities offered by The Company (the "Products") entails a series of risks such as (without limitation) market risks, hedging and speculating risks including short selling risks, frequent trading "known as day trading", extended hours trading, execution and technology risks, product risks, currency risks, legal risks, accounting risks, credit risks, foreign country



risks, lack of regulatory oversight risks, leverage risks, and tax risks. Investing in the Products requires an understanding of the nature of financial activities in general and a good knowledge of the nature of the Products, the risks involved and a financial ability to bear the prospective losses which may be incurred as a result of the investment in the Products.

This statement may not be sufficient to explain to you all the risks of dealing with the Products. Therefore, before you start dealing with The Company and the Products, you should carefully familiarize yourself with the nature of, and the risks involved by, investing or transacting in the Products. You should fully understand and be aware that it is your sole responsibility to make your own independent appraisal and investigation into the risks associated with your desired investment or transacting in any Product. You should only rely on your own assessment of the considered investment or transaction. You should not construe the contents of any communication from The Company, its officers, employees or agents as legal, tax or other advice.

Prior to investing in the Products, you should consult with your investment, accounting, legal, financial, tax and other relevant advisors to evaluate independently the risks, consequences and suitability of an investment or transaction in the Products. You must also ensure that you have sufficient knowledge, experience, sophistication and professional advice to make your own evaluation of the merits and risks of investing in or transacting with the Products.

**The Company makes no representation as to the proper characterization of the Products for legal, accounting, regulatory or tax purposes, or as to the ability of a particular investor to invest or transact in the Products under applicable legal investment restrictions. All investors whose investment authority is subject to legal or tax restrictions should consult their legal advisors to determine whether and to what extent the Products would legally constitute investments for such investors. Investors should invest or transact in the Products only if they can withstand a total loss of their investment.**

**You acknowledge that no guarantee or assurance whatsoever can be given by the Products. Some of the Products such as derivatives can be highly volatile and are subject to a change in the value of the underlying asset. You may also be requested to deposit a margin before starting your activities with The Company. Trading derivative instruments will therefore allow you to leverage your investment by paying only a fraction of the capital required and still having a full exposure to the fluctuation of the price of the underlying asset. You should calculate the extent to which the value of the underlying asset must increase for your position to become profitable, taking into account all transaction costs.**

**The Company with respect to profits and/or returns on the capital invested, instrument may be influenced by a number of factors such as**



**the level of interest rates and the price and volatility of the underlying asset. You will also be exposed to risks which are proper to the nature of the underlying asset. You should familiarize yourself with these risks prior to entering into any transaction.**

**Certain strategies are used to mitigate the risk of entering into a derivative transaction. These strategies may not be effective in certain circumstances. Strategies using combinations of positions may be as risky as taking simple 'long' or 'short' positions. Hedging transactions may require a constant monitoring and failure to properly monitor a hedging transaction can make the position either un-hedged or over hedged and losses may be incurred.**

**You must monitor your positions and you shall not rely on The Company doing so. You further acknowledge that a stop-loss does not imply that the derivative instrument will be closed at that price or even closed. A sell-at-market-order or a limited order or any predefined automatic order does not imply that the derivative instrument will be closed or executed at that price or even closed or executed**

**30 ,Cash Cover to the used margin (Applicable for OTC- CFD Products)**

**The Customer agrees and undertakes that in any case his Account's Equity to Margin Ratio shall not be equal to or less than ten percent**



**(20%) for the relevant product, market and currency in which the margin was used and that the Company shall have the right to liquidate the Assets in the relevant Account. For the avoidance of doubt the liquidation of the Account may be carried out and completed, at any time as long as and in the event of Equity to Margin Ratio becomes 20% or less has occurred regardless of the timing of liquidation and/or relevant market conditions.**

**The Company shall have the right to change the Equity to margin liquidation level from 20% to any other level which will be notified to the Customer from time to time in trading policies that is considered an integral part of this agreement.**

### **31 .Company's limitation of liability**

The Customer agrees and acknowledges that the Company shall not be liable for any damage, directly or indirectly, which may result from using such Services including, but not limited to, for example the damage resulting from the loss of capital or loss in the margin profit, realized or unrealized losses, financial markets fluctuation or improper use of the Services or unauthorized entry of others or wrong placing of buy or sell orders or any other matter relating to Services. In no event shall the Company's liability exceed the highest monthly commissions and fees paid by the Customer to the Company during the dispute regardless of the amount of the Customer's damage.

## **32 .Events of Default**

**An event of default shall occur:**

**1.If the Customer breaches, repudiates, defaults in any way the provisions or attachments of this Agreement.**

**2 If the Customer fails to provide assurances of performance of its obligations satisfactorily to the Company.**

**3.If the Company, in its sole discretion, determines that it has sufficient grounds for insecurity with respect to the Customer's performance of any obligation and immediately after demand**

**4.If any proceedings are commenced against the Customer under any bankruptcy, insolvency relief of debtors or similar law.**

**The Customer makes an assignment for the benefits of its creditors. If the Customer provided inaccurate information to the Company or if information initially correct when provided by the Customer subsequently becomes incorrect.**

**If the Customer fails to pay any of the dues to the Company.**

**If the Equity to Margin ratio in the Account becomes (20% or less) as contained in clause 30 of this Agreement, and in this case the Company shall have the right to liquidate the Assets in the Account for which the margin was used for, on the price of liquidation (Margin to equity 20% or less) Regardless the time of liquidation.**





**The Customer declares that all balances with the Company whether carried individually or jointly with others is to be considered as a guarantee to the Company to performance the Customer's obligations hereunder and (the Customer) indemnifies the Company against all omissions, costs, expenses, losses, fines, claims or obligations undertaking by the Company or third parties directly or caused by any of the previous events, the Company shall have the right to suspend any or any part of its obligations to Customers. In addition to that the Customer hereby acknowledges that the Company shall have the right to liquidate the Customer's portfolio or the Customer's all balances as if the same were pledged to the Company.**

### **33 .Settlement**

Upon the occurrence of an event of default of any of the provisions of this Agreement, the Company shall have the right, in its sole discretion and without giving the Customer any additional notice, on any exchange or other market, to forthwith close and liquidate the Account, terminate any agreement with the Customer, sell any or all of the Customer's Assets (whether they are registered in the Customer's individual Account or in a joint Account) and cancel any pending orders and/or close out any outstanding contracts or other instruments.

The Customer shall no longer be able to access the platform and to initiate Market Orders. All Cash Margins shall become immediately payable to the

Company who will automatically offset all of the Accounts (whether individuals or joint accounts) and transactions. Any amount remaining after the full recovery by the Company of its rights shall be recovered by the Customer. The Customer shall further be liable to the Company for the amount of all reasonable legal and other professional expenses incurred by the Company in connection or as a consequence of an Event of default.

### **34 .Governing Law and Jurisdiction**

The Agreement and the non-contractual obligations arising out of, or in connection with it shall be governed by, and construed in accordance with, the laws of the State of Kuwait. If any dispute arises out of or in connection with, or concerning the carrying into effect of, this Agreement, the Customer agrees that it will attempt to settle such dispute by amicable negotiations or ad hoc mediation before resorting to any other means of dispute resolution. If no legally binding settlement of such a dispute is reached through amicable negotiations or ad hoc mediation within 2

months from the date of the written notice of the dispute by either party, the dispute shall be subject to the jurisdiction of the courts of the State of Kuwait.

### **35 .Taxes and Set Off**

The Company shall not be liable for any taxes or duties payable on or in respect of the Assets or other assets of the Customer nor for the management or any diminution/increase in the value of Assets or other assets of the Customer. All payments to be made by the Customer to the Company under this Agreement shall be made free and clear of and without deduction for or on account of tax unless the Customer is required by law to make such a payment subject to the deduction or withholding of tax, in which case the sum payable by the Customer in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding (including any deduction or withholding applicable to additional sums payable under this clause, the Company receive and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or been required to be made. Without prejudice to the provisions of the above, if the Company is required to make any payment on account of tax (other than tax on its overall net income) on or calculated by reference to any sum received or receivable under this Agreement by the Company, the Customer shall, upon demand of the Company, promptly indemnify the Company against such payment or liability, together with any interest, penalties and expenses payable or incurred in connection therewith. The Company may set off any matured obligation due from the Customer under this Agreement or any other arrangements or contracts whatsoever (to the extent beneficially due to the Company) against the Account and Assets therein, regardless of the



place or the currency of payment. If the obligations are in different currencies, the Company shall be entitled to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. The Company may apply any amount it has received from or for the Customer or any Assets in the Account in or towards payment of any amount due from the Customer under this Agreement or any other arrangements or contracts.

### **36 .Assignment**

This agreement shall inure for the benefit of the Company's successors and assignees (whether by merger, consolidation or otherwise). The Customers grant the Company the right to transfer their Account to any successor organization or any other organization. The Customer is not allowed to assign any of the rights or duties of this Agreement or any interest in their Account to any third party without prior written consent of the Company.

### **37 .Severability**

In the event that a provision of this Agreement becomes invalid or unenforceable by any court or any official or unofficial agency such provision shall be ineffective to the extent of such invalidity without affecting the remainder of such provision or the remaining provisions of this Agreement.

### **38 .Headings are descriptive**

The heading of each provision in this Agreement is for descriptive purposes only and does not modify or qualify any of the rights or obligations set forth in each provision.

### **39 .Entire Agreement**

This agreement and all other agreements between the Customer and the Company in respect of the Account and any terms and conditions provided in the Company's Website or in the statements of account and trade confirmations provided to the Customer, constitute the entire agreement between the Company and the Customer who have made no representations or warranties other than those expressly provided herein.

### **40 .Customer's Particulars**

The Customer represents and warrants that:

- 1.The Account Application submitted by the Customer is incorporated by reference and made a material and integral part of this Agreement.
- 2.All the information contained in the Company's Account Application Form is true and complete.

The Customer agrees that if any of the information provided by the Customer in the Account Opening Application, the Customer shall make appropriate changes in the Customer account by using the procedures available on the



Website of the Company or by calling the Company to obtain further instructions. The Customer authorizes the Company to make such inquiries, as it deems appropriate, at any time, to verify Customer information.

**A- If the Customer is a natural person (an individual): The Customer declares and undertakes that he is over 21 years old and has the legal capacity to undertake investment activities and is aware of the investment risks.**

**B If the Customer is a company: The Customer and its authorized representatives represent and warrant that the Customer:**

1. Is authorized pursuant to its articles of Association of the Company, joint venture agreement, bylaws, Employment Agreement or other governing documents and the jurisdictions in which the Customer is so registered or regulated (limited to Kuwait and members of Gulf Cooperation Council) to enter into this Agreement and to trade the securities or other investment products to be traded in the Customer's Account .

**2 .Is under no legal incapacity.**

**3 .Is financially sound.**

**4.Has sufficient experience and knowledge about the risks and characteristics of the securities, options and futures contracts, OTC CFD contracts and other investment products to be traded in the Customer's Account.**

**5.that the persons which the Customer identifies to the Company as authorized to enter orders and trade on behalf of the Customer have full power to do so.**

#### **41 .Privacy and Safeguarding information**

**The Company shall take substantial precautions to safeguard the information of the current and previous Customers or with whom it has dealt with.**

**A- The Company shall not sell the information to third parties: The Company shall neither sell Customer's information to any third parties nor shall license such to other companies. However, the Company shall notify the Customer in advance if it is required to license the data to others.**

**B- Information security is the Company's priority: The Company has put in place various policies and practices that are designed to protect the privacy of the Customers' information and the Company evaluates such policies periodically in order to provide protection to the Customer's information.**

**C- Collection of Customer's particulars through working Channels: The Company shall collect its customers' data in order to facilitate the Customers operation and provide efficient services and increase productivity. The Company shall collect and record the following information about the Customers:**

**1 .Data contained in the Account opening Application and other forms given by the Customer to the Company.**



**2 Data for trading provided by the Customer through the Company's Website.**

**3 Credit information in order to verify information on Customer's identity and determine Customer's credit standing.**

**4 Information regarding Customer's employment and place of residence.**

**D- Information sent to others: Some information may be sent to the supervisory/regulatory authorities pursuant to the prevailing laws.**

**F- The Company observes the highest standards of accuracy: The accuracy of the Customers' particulars is as much important for the Company as its customers. For this reason, the Company provides its customers with information about their Accounts through trading notices, Statements of account, by telephone through the Customers Relations employees, or via internet through the Company's Website. In case of any inquiries about the correctness of the statements, please call the Company immediately.**

## **42 .Email Confidentiality**

The Company uses the email addresses of its customers to provide them with information that facilitates their dealing with the Company. The Company also provides additional services via email Furthermore, the Company may use the email of the Customer to provide him with information about new products and services or investment opportunities that may attract the Customer's attention.





#### **43 .Complaint Handling**

In the event that you should have a complaint against the Company, please send to our Complaints Unit Email **backoffice@leads2performancebrokerage.com** where you will find information on our complaints procedure and prescribed forms in Arabic and English for submitting a complaint.

#### **44 .Term and Termination:**

This Agreement shall be valid and in force for an unlimited period, unless terminated by either party under a prior written notice sent ahead of (3) three official Business Days to the other party at their own discretion. Termination of this Agreement shall not release the Customer from any obligation or responsibility relating to deals or transactions performed until the date of termination. In case of Termination Company has the right to close all the open position in the Customer's Trading Account.

